

# ITS Intertek Testing Services

Caleb Brett

333 Dalziel Road  
Linden, NJ 07036

200355



March 23, 1998

Mr. Richard Ho  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 19<sup>th</sup> Floor  
New York, New York 10007

Mr. Muthu Sundram, Esq., Assistant Regional Council  
Office of Regional Council  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 17<sup>th</sup> Floor  
New York, New York 10007

**Re: LCP Chemical Site, Linden, Union County, New Jersey**

Gentlemen;

The following information is being supplied to you pursuant to the  
Comprehensive Environmental Response, Compensation and Liability Act.  
42 U.S.C. Section 9601 et seq. referencing the above site.

- 1a. Business legal name:  
Caleb Brett (USA) Inc. dba  
Intertek Testing Services/Caleb Brett  
Post Oak Tower  
5051 Westheimer  
Suite 1700  
Houston, Texas 77056  
Telephone number: 713-407-3500
- b. Company officers:  
John Hodson, President  
Graham Lees, Vice President  
Steve LeBlanc, Vice President



RECEIVED  
MAR 25 1998

- c. State of Incorporation:  
Louisiana
- d. Agent of Service:  
New Jersey – C.T. Corporation  
Louisiana – C.T. Corporation
- e. Subsidiary or affiliate of another company:  
Testing Holdings USA Inc.

The above named company, ITS-Caleb Brett, maintained no permits for the leased space.

- 2. The above named company, ITS-Caleb Brett, terminated their lease with the Hanlin Group on November 30, 1995. The leased floor space was cleaned, restored to its original condition, and found acceptable by the leasing company. A photocopy of the entire and complete file has been copied and submitted with this mailing.
- 3. The attached packet contains all known and available Information relating to the referenced leased space.
- 4. The leased space was utilized for storage of petroleum based products subject to laboratory analysis and client handling requirements.
- 5. The leased space, 1998 to 1995, did not use, purchase, generate or handle products at the site. The leased space was used for temporary storage. The leased space was a cinderblock building, concrete floor - no drain, and metal roof and one locking door.
- 6. The leased space stored non-halogenated fuel products, such as petroleum crude oil, # 6 Fuel, # 2 fuel, kerosene, asphalt products, vegetable oils, pot ash, caustic soda and on rare occasion alcohol and some ketones.

The leased space was estimated to average about 200 gallons of product at any one time. All products were contained in the following; pint glass containers, quart glass containers, metal quart containers, glass gallon containers, metal gallon containers and on occasion, 5-gallon metal containers.

Mr. Graham Abel managed the leased during his employment with the company until his resignation about two years ago.

7. There was no storage of waste products of any kind at the site. Product stored at the site were either brought to the ITS-Caleb Brett laboratory in Linden for testing/analysis, or stored at the site pending client instructions.  
  
Any product disposal was done at the Company's facility at 333 Dalziel Road, Linden NJ which maintains a New Jersey EPA number of NJD- 981134307.
8. The leased space did not use lagoons, tanks, or surface impoundment to treat or store hazardous materials.
9. The leased space was utilized for storage only. There was no business conducted at the leased site.
10. There never was any accidental product release, spill, soil contamination or any similar incident requiring a response from a federal or local agency.
11. All persons having had direct management responsibility for the leased space are no longer with the company.

Mr. Tony Yates left the company 9 years ago and is believed to be living in Europe.

Mr. Graham Abel, who had direct responsibility for the site, resigned his position about two years ago, current address is unknown, last known telephone number was 908-206-0752.

Mr. Richard Kaminski who negotiated and signed the lease has since resigned his position with the company.

Personnel having some degree of knowledge regarding the leased space are:

Mr. Nick Lehmann, current laboratory manager of the Linden, NJ He can be contacted at 908-862-0130.

Mr. Jules Balogh was laboratory manager prior to Mr. Lehmann. He can also be contacted at 908-862-0130. Both were laboratory managers during the time the lease was in effect.

Mr. William Cherepon joined the company a few years after the lease inception and has since been delegated responsibilities for health, safety and environmental matters for the company.

12. Attached is the complete file on the leased facility.
13. The lease agreement is the only document for the leased space.
14. The lease agreement is the only document for the leased space.
15. The Company listed in question # 1 has not filed for bankruptcy. Approximately one and a half years ago the company was sold off from Inchcape, PLC in Europe and is now identified by Intertek Testing Company by the new owners.
16. With the lease being terminated in 1995, and key personnel who managed the site resigning from the company, the information presented in this packet is complete.
17. All relevant information is supplied with this packet.
18. The person who gathered information for this packet:

Mr. William J. Cherepon  
Health, Safety, and Environmental Manager  
ITS-Caleb Brett  
333 Dalziel Road  
Linden, NJ 07036  
Telephone: 908-862-0130

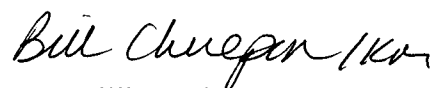
19. Persons assisting in gathering information for this packet are:

Mr. Nick Lehmann  
Laboratory Manager  
ITS-Caleb Brett  
333 Dalziel Road  
Linden, NJ 07036  
Telephone: 908-862-0130

Mr. Fred Baer  
ITS-Caleb Brett  
333 Dalziel Road  
Linden, NJ 07036  
Telephone: 908-862-0130

Please do not hesitate to contact me should you require anything further.

Regards

A handwritten signature in black ink that reads "Bill Cherepon". The signature is written in a cursive, flowing style.

Mr. William Cherepon  
National Health & Safety Manager

/attach (1)

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

HANLINGROUP  
c/o ALAN C. Marylies  
15 Exchange Place  
Jersey City, NJ 07302  
S. P. O. O. L. L.

4a. Article Number

Z 270749 717

4b. Service Type

- ☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

12-1-95

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

PS Form 3811, December 1991 ★U.S. GPO: 1993-352-714

**DOMESTIC RETURN RECEIPT**

Thank you for using Return Receipt Service.



# Inchcape Testing Services

Caleb Brett

Z 270 749 717



## Receipt for Certified Mail

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to	Hanlin Group
Street and No.	15 Exchange Place
P.O., State and ZIP Code	Jersey City NJ 07302
Postage	\$ 1.32
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$2.52
Postmark or Date	

November 30, 1995

Hanlin Group  
c/o Alan C. Marylies  
15 Exchange Place  
Jersey City, NJ 07302

RE: Termination of Service Agreement

Please be advised that Caleb Brett U.S.A. Inc is giving LCP Chemicals - New Jersey, a Division of Hanlin Group Inc., thirty (30) days notice per our contract entered into on May 1, 1988, as of November 30, 1995.

Per the agreement we will quit and surrender to terminal the premises, broom clean, in the condition as found, with ordinary wear and tear accepted.

If you have any questions, please call me at (908)925-8282.

Sincerely,

Jay E. Fulmer  
Area Manager

cc: Tony Nicolette  
Tom Potts



# TRANSPORTATION, INC.

XXXXXXXXXX A Subsidiary of  
Hanlin Group, Inc. HANLIN GROUP INC.

Raritan Plaza II, Raritan Center  
P.O. Box 3106, Edison, NJ 08818-3106  
(908) 225-4840

CALEB BRETT USA, INC.  
333 DALZIEL ROAD

LINDEN, NJ 07036

TERMS: NET 30 DAYS

## MAIL REMITTANCE TO:

HANLIN GROUP, Inc.  
PO Box 23294  
Newark, NJ 07189

CUSTOMER ORDER NO.:

INVOICE DATE	INVOICE NO.	SERVICE DATE	PAGE NO.
05/04/92	LD00532	05/04/92	1

DESCRIPTION	UNITS	PRICE	AMOUNT
BILL FOR RENT FOR MAY 1992	1.00	540.00	540.00

5/13/92  
received

APPROVED FOR PAYMENT 5/13/92  
LOCATION CODE: 66 100%  
DATE: 5/13/92  
SIGNED: J. Abu

INVOICE

PAY THIS  
AMOUNT

540.00



# **LEP** CHEMICALS — NEW JERSEY

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1666

April 18, 1991

Mr. Graham Abel  
Caleb Brett, U.S.A. Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

Dear Mr. Graham:

Enclosed are copies of the new Terminal Service Agreement and Schedule "A" to the Agreement. It is modified to reflect the relocation to the new storage area which you recently inspected.

The rental fee for the new area will initially be \$540 per month.

Please have both documents signed and return one to the Terminal.

Very truly yours,



J.F. Merle  
Site Manager

JFM/kc

LCP TRANSPORTATION, INC.  
FOR  
CALEB BRETT U.S.A., INC.

SCHEDULE "A"  
TO  
TERMINAL SERVICE AGREEMENT

- I. Terminal agrees to provide shelved self-storage space and direct access to premises.
- II. Customer shall provide Terminal prior to storage, a list of materials and estimated quantities (i.e. MSDS Sheets, applicable storage handling procedures, environmental permits). Customer will notify Terminal of any new materials to be stored or substantial changes in amount stored.
- III. General dimension of available storage space is approximately 30' x 18 (540 sq.ft) at a rental cost of \$12.00 per square foot.

Terminal agrees to lease to Customer, premises within contractual term and Customer agrees to pay Terminal basic rental charges as described in this Schedule. Terminal or Terminal's representative reserve the right to enter into or upon the premises, or any thereof, at all reasonable hours of off-hours if Terminal deems necessary. Customer shall take good care of premises throughout the terms of the Agreement, normal wear and tear accepted. Customer may make no alternations in or to premises without prior written consent from Terminal Manager.

Terminal shall be responsible for all structural repairs and shall maintain, repair and replace all plumbing, heating, electrical and mechanical fixtures (exclusive of starters, ballasts, bulbs, and lamps and electrical and mechanical fixtures installed by or for Customer) which shall be standard for the building.

On the termination date, or prior, Customer shall peaceably and quietly quit and surrender to terminal the premises, broom clean, in as good condition as found. Ordinary wear and tear accepted.

TERMINAL SERVICE AGREEMENT  
LINDEN, NEW JERSEY

This agreement made and entered into on May 1, 1988, by and between LCP CHEMICALS-NJ, a Division of Hanlin Group, Inc. having an office at 3100 Woodbridge Avenue, Suite 401, Edison, NJ 08837, hereinafter called "Terminal" and CALEB BRETT U.S.A., INC., having an office at 333 Dalziel Road, Linden, NJ 07036, hereinafter called "Customer", covers furnishing of a sample storage site at LCP Chemicals bulk terminal facility.

Witnesseth

For and in consideration of the terms and conditions herein set forth, the parties hereto agree as follows:

Equipment, Facilities & Services Provided

Terminal agrees to provide a building suitable for occupancy by customer for the storage of sample bottles containing oils, naphthas, gasoline and other chemicals.

Customer shall ensure that it's agents are properly trained and meet all regulations in respect to insurance requirements, proper equipment and product knowledge.

Term

This contract is for an initial period of one (1) years beginning about May 1, 1991 and shall automatically continue thereafter for successive annual periods until terminated by either party by giving thirty (30) days notice.

Escalation

Rates in Schedule "A" may be adjusted on the anniversary date each year. All rate adjustments will be negotiated in good faith. Terminal will provide customer a proposed revised Schedule "A" not less than 60 days prior to anniversary date.

Title & Custody

Title to the product stored and/or handled hereunder shall always remain with customer.

Inspection

Terminal's representative shall have the right at all times during normal hours of operation to visit and inspect Customer's facilities and operations described herein.

Taxes

Customer shall pay any and all taxes, charges and/or assessments on the product covered hereunder and on the storage, handling, transportation or use thereof which Terminal may be required to pay or collect under any Federal, State, County or Municipal law or authority now in effect or hereafter passed, except those taxes based on gross receipt or income of Terminal.

Failure to Perform Cancellation

The failure of either party to carry out the terms and conditions of this Agreement for a period of sixty (60) days after written notice of such failure or dereliction shall constitute good cause for immediate cancellation of this Agreement by the aggrieved party. The Agreement shall be governed by the laws of the State of New Jersey.

Product Information and Safety

Customer shall provide Terminal a 24 hour contact list consisting of names, titles, offices and telephone numbers. Additionally, Customer shall provide product information, specifications, and recommended general handling procedures or guidelines.

Customer shall provide Terminal with any documentation necessary to ensure high quality safety procedures (i.e. MSDS and technical data sheets; emergency response information and spill or leak procedures.

Customer shall provide, when necessary, on-site training or written instructions in connection with rules and regulations describing packaging, disclosing, receiving, storing, handling, blending, shipping or disposing of the product, including waste.

Force Majeure

Except as hereafter set out and as otherwise provided for in the provision related to indemnification, neither party shall be liable to the other for loss, damage, or destruction of any kind whatsoever, or for any delay in or failure of performance of any act to be performed under this Agreement, resulting from acts of God, force majeure, or any other cause beyond the reasonable control and without the fault of the party claiming force majeure. At all times during the term hereunder, the foregoing provisions regarding force majeure to the contrary notwithstanding, Customer shall remain liable to Terminal for the rental and thruput charges set out in Schedule "A", attached; provided. However, that such liability shall be proportionately reduced during any time that Customer is denied the use of Terminal's facility by Terminal and such denial is not the fault of Customer.

Method of Payment

Terminal shall invoice Customer for the facilities and services rendered hereunder on a monthly basis. Customer shall pay Terminal the full amount of each invoice on or before the 10th day following the date of such invoice. All amounts due and not paid within thirty (30) days from and after the date of invoice shall bear interest at the rate of one and one-half percent (1.5%) per month for each month or portion of a month thereafter during which such amount remains unpaid.

Notices

Any notice by either party hereto to the other shall be in writing and be deemed to have been properly given if delivered personally, sent electronically (with receipt verification), or mailed, postage paid, to said party by certified mail (return receipt requested) addressed to such party at its address shown as follows, unless and until another address shall have been specified in writing by said party.

For LCP: LCP Chemicals - NJ  
P.O. Box 484  
Linden, New Jersey 07036-0484

Attention: Site Manager

For Customer: Caleb Brett, U.S.A., Inc.  
333 Dalziel Road  
Linden, NJ 07036

Assignment & Modification

This Agreement shall not be modified, assigned or changed except by written instrument executed by the duly authorized officers of the parties hereto.

#### Compliance with Laws & Regulations

Terminal accepts full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance or old age retirement benefits, pensions or annuities now or hereinafter imposed by any Federal or State governmental authority which are measured by wages, salaries or other remunerations paid to persons employed by Terminal on work performed hereunder, and shall indemnify and hold harmless Customer from any such liability. Terminal further agrees that in performing its duties in the operation and maintenance of said Facility, it will comply with all applicable Federal and State laws, orders and regulations, and warrants its facilities are in compliance with existing environmental and OSHA standards as regards to Customer's product.

If Terminal is required by the Federal, State or Local government, or other governmental agency to make any installations for preventing or reducing the emission into the atmosphere or environs of smoke, dust, fumes, vapors or other matters caused by Customer's product handled hereunder, Terminal shall make such installation and Customer agrees to reimburse Terminal at the actual cost thereof, provided, however, that Terminal shall have first notified Customer of the necessity and cost of such installation.

In the event that Customer considers the cost of such installation prohibitive, Customer shall have the right to cancel this Agreement subject to the payment of a pro rata rental fee. Terminal shall indemnify and hold harmless Customer from and against any and all loss or damage which it may suffer or sustain in consequence of any failure of Terminal to comply with said laws, orders and regulations, except such that may arise through negligence of Customer, its agents, servants and employees, excluding Terminal, its agents, servants and employees.

#### Customer's Insurance & Liability

Customer shall provide on or before commencement date for the benefit of Terminal a Certificate of Insurance reflecting adequate coverage towards Workman's Compensation, general and product liability and comprehensive. Coverage for products and comprehensive liability will be no less than \$1MM.

Insurance, if any be desired by Customer on the Product or Customer's property, shall be carried by Customer at Customer's expense. If Customer carries any insurance on the product or Customer's property, Customer's insurance carrier shall endorse the policies to waive subrogation against Terminal. Copies of such waivers shall be furnished to Terminal upon request.

Customer shall reimburse Terminal for all expenses, damages, or fines incurred or suffered by Terminal by reason of any breach, violation or non-performance by Customer.

Indemnification

Customer shall indemnify Terminal and hold Terminal harmless for all losses incurred arising out of any spill, release or discharge of any Customer's product into the environment. Such liability shall include, but is not limited to any liability for property damage or personal injury to third parties, and any investigative and remedial costs imposed by federal, state or local law. This indemnification shall not include any spill, release or discharge caused solely by the negligence of Terminal, its agents, servants or employees. Customer further hereby agrees to indemnify, reimburse, defend and hold harmless Terminal and each parent, subsidiary and affiliate of Terminal, and including without limitation all officers, directors, employees and agents of Terminal (each an "Indemnified Party") for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities of any kind whatsoever, costs and expenses, including, without limitation, interest, penalties, costs of defense, and reasonable attorneys' fees, disbursements and expenses, asserted against, resulting to, imposed upon or incurred by any Indemnified Party, directly or indirectly, by reason of or resulting from (i) a breach of any agreement, representation or warranty of Customer contained in or made pursuant to this Agreement, (ii) any actual or alleged pollution or threat to the environment that was caused or that arises out of or is related to events, conditions or circumstances that occur or exist on or after the date hereof and whether or not Customer or terminal had actual notice thereof, and are alleged to have been caused by the handling, transportation, treatment, storage, or disposal of any pollutant, contaminant, chemical, or industrial, toxic, or hazardous substance or waste, including product, stored, generated or produced in connection with Customer's management, use, control or operation of facilities provided pursuant to this Agreement, (iii) any non-compliance by Customer or any subsidiary thereof, on or after the date hereof, with the requirements of any environmental law, or with any permit, license, authorization, regulation, code, plan, order, decree, judgement, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, and (iv) bodily injury, death or property damage, if and to the extent such demands, claims, actions or causes of action, assesment, losses, damages, liabilities, costs or expenses are caused, directly or indirectly, by the acts, omission or negligence of Customer, its affiliates or its agents or employees.

Independent Contractor

Terminal is acting hereunder and its services are rendered to Customer solely as an independent contractor, and Terminal is not authorized to represent or take any action in any way whatsoever for or on behalf of Customer. Customer hereby agrees to indemnify and hold Terminal harmless from any and all loss, claims, or damages of any kind or nature whatsoever arising out of or in connection when Customer or Customer's agent performing the transferring, packaging and/or loading of Customer's product at Terminal facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated below.

LCP Chemicals - New Jersey  
a Division of Hanlin Group, Inc.

E. Concrack  
Witness

By

J. F. Merle  
J. F. Merle  
Site Manager

Date

April 19, 1991

CALEB BRETT U.S.A., INC.

William / [Signature]  
Witness

By

Richard M. Kaminski

DATE

4/25/91



LCP TRANSPORTATION, INC.  
FOR  
CALEB BRETT U.S.A., INC.

SCHEDULE "A"  
TO  
TERMINAL SERVICE AGREEMENT

- I. Terminal agrees to provide shelved self-storage space and direct access to premises.
- II. Customer shall provide Terminal prior to storage, a list of materials and estimated quantities (i.e. MSDS Sheets, applicable storage handling procedures, environmental permits). Customer will notify Terminal of any new materials to be stored or substantial changes in amount stored.
- III. General dimension of available storage space is approximately 30' x 18 (540 sq.ft) at a rental cost of \$12.00 per square foot.

Terminal agrees to lease to Customer, premises within contractual term and Customer agrees to pay Terminal basic rental charges as described in this Schedule. Terminal or Terminal's representative reserve the right to enter into or upon the premises, or any thereof, at all reasonable hours of off-hours if Terminal deems necessary. Customer shall take good care of premises throughout the terms of the Agreement, normal wear and tear accepted. Customer may make no alternations in or to premises without prior written consent from Terminal Manager.

Terminal shall be responsible for all structural repairs and shall maintain, repair and replace all plumbing, heating, electrical and mechanical fixtures (exclusive of starters, ballasts, bulbs, and lamps and electrical and mechanical fixtures installed by or for Customer) which shall be standard for the building.

On the termination date, or prior, Customer shall peaceably and quietly quit and surrender to terminal the premises, broom clean, in as good condition as found. Ordinary wear and tear accepted.



CHEMICALS — NEW JERSEY

A Division of Hanlin Group, Inc. (908)

P.O. Box 484 • Linden, NJ 07036 • (908) 862-1666 • FAX (908) 474-1619

cc. G. Abel  
T. Thompson  
J. Balogh  
M. Masters

April 10, 1992

NOTICE TO ALL VENDORS, CUSTOMERS AND TENANTS  
\*\*\*\*\*

Effective April 13, 1992, our new telephone number and fax line  
for the Linden, New Jersey Terminal will be as follows:

Phone: 908-862-1666 FAX: 908-474-1619

Please change your records accordingly and we hope that this  
change has not caused you any inconvenience.

# LCP CHEMICALS — NEW JERSEY

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1666

LCP file  
CB Houston Hoo  
J. Cole

October 31, 1990

Mr. Richard M. Kaminski  
Vice President  
Caleb Brett, U.S.A., Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

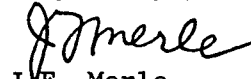
Dear Mr. Kaminski:

During 1990, property taxes, water, electric power and security costs have escalated to a level that LCP Chemicals can no longer absorb and maintain the existing services.

Under the terms of the Terminal Service Agreement of March 1, 1988, LCP is increasing the rental fee to \$650.00 per month as of March 1, 1991.

Should you have questions regarding this new rental fee please call me.

Very truly yours,



J.F. Merle  
Site Leader

JFM/kc

cc: F. G. Hubbard

Caleb Brett



Caleb Brett U.S.A., Inc.

December 6, 1990

J.F. Merle  
Site Leader  
LCP Chemicals  
P.O. Box 484  
Linden, NJ 07036

Dear Mr. Merle,

I am in receipt of your letter dated October 31, 1990, referencing the increase in Caleb Brett's monthly rental fee.

In your letter you stated that this increase is due in part, to electric, water, and security cost. We are asking at this time if our fee of \$650.00 per month can be negotiated, due to the following reasons. We do not use water, our electrical power usage is minimal and is very seldom used.

I am also in receipt of your letter dated November 29, 1990, informing us of the restricted hours. One of the reasons you indicated for this restriction was the cut back in security coverage for cost containment.

We are just asking to review our increase based on the above factors.

Should you have any questions regarding the above, please feel free to contact me at your convenience.

Respectfully,  
For CALEB BRETT U.S.A., INC.

William J. Cherepon  
General Manager  
Linden Operations

WJC/mg

cc: J. Cole

LCP CHEMICALS - NJ  
INTEROFFICE MEMO

To: All Employees of:  
Active Water Jet, Inc.  
Caleb Brett, USA  
Liquid Carbonic Carbon Dioxide Corp.  
Ultra Pure Compressed Gases  
LCP Chemicals - NJ

From: R.J. Sobon Date: November 29, 1990

Subject: Modification to Site Security Plan

On November 7, 1990 we advised you of procedural changes regarding site security and of the hours of manned coverage at the guard house. Due to budgetary constraints and manpower cutbacks, LCP is required to modify this newly adopted plan. The following modifications will be implemented no later than January 1, 1991:

1. Hours of Operation: The official business hours of the LCP Chemicals-NJ Terminal shall be 7AM - 5PM daily, Monday through Friday. The Terminal shall be closed on weekends and on all LCP holidays.
2. Security Coverage: The guard house shall be manned by LCP personnel during said business hours only. These employees will monitor traffic flow and assist in directing vendors, salespersonnel and visitors. LCP shall not provide guard coverage during nighttime hours nor at any time on weekends.
3. Security Gates: The following gates shall be installed to aid in security of the site during non-operational hours:
  - a. on the road leading to the LCP parking lot,
  - b. at the east end of the Liquid Carbonic truck lot,
  - c. adjacent to the Ultra Pure facility leading to the LCP truck scale.

~~These gates shall be kept open during business hours and locked daily at 5PM by security personnel.~~

4. Tenant Access During Off-Hours: LCP realizes that several of its tenants operate during nighttime and weekend hours. To facilitate ingress and egress during these periods, LCP shall furnish tenants with keys to the security gate leading to the parking area. It shall be the responsibility of the tenant to issue duplicate keys to those authorized employees requiring keys and to instruct those employees to keep the gate locked at all times during off hours.

Should you wish to discuss these modifications, please feel free to contact either Karl DeVoe or myself at 862-1666.

Very truly yours,



R.J. Sobon  
LCP Chemicals - NJ

RJS/kc

cc: F.G. Hubbard  
J.F. Merle  
K.I. DeVoe  
LCP Security (4)

Caleb Brett



Caleb Brett U.S.A., Inc.

April 29, 1991

CALEB BRETT U.S.A., INC.  
8866 Gulf Freeway  
Suite 500  
Houston, TX 77-17

Attn: Mr. Jackson Cole

Dear Mr. Cole,

Enclosed is a copy of the new "LCP" service agreement. With this agreement, please find a copy of a letter addressed to Mr. Graham Abel. In that correspondence, note the new monthly rental fee for our off sight storage will now be \$540.00. This will be in effect as of May 1st, 1991.

The second item to note is a bill from the Law Offices of Boffa & Lytle. The fee of \$500.00 is for legal services rendered for a new five year lease rental agreement. The agreement is for the Caleb Brett U.S.A., Inc. office/laboratory at 333 Dalziel Road, Linden - New Jersey. As noted a copy of this agreement will follow under separate cover.

The last item for your attention is the laboratory operating agreement between Powell Duffryn Terminals, Inc. and Caleb Brett U.S.A., Inc. dated March 19, 1991. Please note that this agreement took effect on March 19, 1991.

This new fee is in addition to the regular rental cost, and will cover site taxes, security, terminal insurance and maintenance.

Should you require any additional information, please let me know.

Regards,  
For CALEB BRETT U.S.A., INC.

*William J. Cherepon*  
William J. Cherepon  
General Manager

WJC/dmp

Enclosure



## CHEMICALS — NEW JERSEY

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1668

### SECOND REQUEST

April 5, 1991

February 21, 1991

Mr. William J. Cherepon  
General Manager  
Caleb Brett, USA, Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

Dear Mr. Cherepon:

Please forward this notice to your insurance agent, broker or carrier and authorize such changes as will conform your insurance to our leasing agreement requirements. We would like to update our files for 1991.

### **Insurance Certificate Requirements**

A - LCP CHEMICALS - N.J., A Div. of HANLIN GROUP, INC. shall be added to the insurance certificates as an additional insured (except Workers' Compensation).

B - THIRTY DAYS CANCELLATION NOTICE The insurance certificate will provide this company thirty days advance notice of any change, non renewal or cancellation of insurance coverage.

C - WORKERS' COMPENSATION The certificate will give evidence of Workers' Compensation insurance in accordance with the statutory requirements of the State of NEW JERSEY.

Longshoremen & Harbor Workers Act Coverage Statutory Limit  
(This coverage is required for any work near navigable waters)

D - LIABILITY INSURANCE The certificate should give evidence of both Tenant's comprehensive general liability and auto liability insurance stating expiration dates and limits as specified below:



1. Limits of Liability

Comprehensive Automobile Liability (including Non-Owned and Hired Liability) - Bodily Injury and Property Damage Combined - \$1,000,000 CSL.

Comprehensive General Liability - Combined Bodily Injury and Property Damage Limits \$1,000,000.  
Including Broad Form CGL Endorsement

2. Exclusions x, c & u - If tenant's liability coverages exclude any of the hazards described in Manufacturer's and Contractor's Liability Manual issued by the National Bureau of Casualty & Surety's Underwriters under the following symbols:

- x. damage caused by blasting or explosion
- c. collapse of structural injury due to excavation, tunneling, demolition, etc.
- u. damage to underground property arising out of excavation or drilling in streets or highways with mechanical equipment,

then, provides that the tenant is to perform any of the operations referred to under said symbols, the exclusion to said policy prior to the performance of said work and the certificate of insurance required hereunder shall so state.

Thank you for your assistance!

Very truly yours,



LCP Chemicals - New Jersey  
A Division of Hanlin Group, Inc.  
J.F. Merle  
Site Manager

JFM/kc



**CHEMICALS — NEW JERSEY**

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1666

February 21, 1991

Mr. William J. Cherepon  
General Manager  
Caleb Brett, USA, Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

Dear Mr. Cherepon:

Please forward this notice to your insurance agent, broker or carrier and authorize such changes as will conform your insurance to our leasing agreement requirements. We would like to update our files for 1991.

#### **Insurance Certificate Requirements**

A - LCP CHEMICALS - N.J., A Div. of HANLIN GROUP, INC. shall be added to the insurance certificates as an additional insured (except Workers' Compensation).

B - THIRTY DAYS CANCELLATION NOTICE The insurance certificate will provide this company thirty days advance notice of any change, non renewal or cancellation of insurance coverage.

C - WORKERS' COMPENSATION The certificate will give evidence of Workers' Compensation insurance in accordance with the statutory requirements of the State of NEW JERSEY.

Longshoremen & Harbor Workers Act Coverage Statutory Limit  
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Comprehensive General Liability - Combined Bodily Injury and Property Damage Limits \$1,000,000.  
Including Broad Form CGL Endorsement

2. Exclusions x, c & u - If tenant's liability coverages exclude any of the hazards described in Manufacturer's and Contractor's Liability Manual issued by the National Bureau of Casualty & Surety's Underwriters under the following symbols:

- x. damage caused by blasting or explosion
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- u. damage to underground property arising out of excavation or drilling in streets or highways with mechanical equipment,

then, provides that the tenant is to perform any of the operations referred to under said symbols, the exclusion to said policy prior to the performance of said work and the certificate of insurance required hereunder shall so state.

Thank you for your assistance!

Very truly yours,



LCP Chemicals - New Jersey  
A Division of Hanlin Group, Inc.  
J.F. Merle  
Site Manager

JFM/kc

*File*

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1666

January 7, 1991

Mr. William J. Cherepon  
General Manager  
Caleb Brett, U.S.A., Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

Dear Mr. Cherepon:

We are pleased to hear you wish to remain at our Linden site.

Storage space approximating 500-600 square feet can be made available  
at a rental fee of \$600 per month.

I would suggest that you or your representative contact us to inspect the  
area to see if it meets your requirements.

We look forward to hearing from you.

Very truly yours,

*J.F. Merle*

J.F. Merle

JFM/kc

cc: K.I. DeVoe  
F.G. Hubbard

Caleb Brett



Caleb Brett U.S.A., Inc.

January 3, 1990

Mr. J.F. Merle  
LCP Chemicals - New Jersey  
P.O. Box 484  
Linden, NJ 07036

Dear Mr. Merle,

I am in receipt of your letter dated December 17, 1990, regarding our sample storage agreement.

Caleb Brett's interest is to continue to store our samples at your facility. By a revised disposal retention schedule now in place, we have reduced our sample quantity by 50 percent. The room you have proposed (50' x 18') is too large for our needs. A room half that size would suit our needs.

As mentioned, we are interested in utilizing your facility, but, we do not want to pay for additional square footage we will not use.

If I can be of further assistance or answer any questions you may have, do not hesitate to contact me.

Respectfully,  
For CALEB BRETT U.S.A., INC.

William J. Cherepon  
General Manager  
Linden Operations

WJC/mg



## CHEMICALS — NEW JERSEY

A Division of Hanlin Group, Inc.  
P.O. Box 484 • Linden, NJ 07036 • (201) 862-1666

December 17, 1990

Mr. William J. Cherepon  
General Manager  
Caleb Brett U.S.A., Inc.  
333 Dalziel Road  
Linden, New Jersey 07036

Dear Mr. Cherepon:

We received your letter of December 6, 1990 and as coincidence has it, we were about to send you notification cancelling our March 1, 1988 Terminal Service Agreement with Caleb Brett as of April 30, 1991.

Our insurance risk assessors were concerned with the storage of flammable materials in the same building occupied by another tenant. The building (221 Bldg.) is not equipped with sprinklers and to comply with insurance requirements would require installation of such a system.

If it is of interest, we have space (50' x 18') approximating 900 Sq.ft. which could be made available in our 220 building at the rental fee of \$600 per month. If upon your inspection you find this room meets your requirements, you could move to the new site at your convenience. We could make a forklift available to assist you in relocating the shelves and stored materials.

We would provide a revised Terminal Service Agreement similiar to the one you originally had with LCP Chemicals-NJ for this storage area.

At present, the terminal operating hours are from 7AM to 5PM on weekdays. The gates are closed and locked on weekends and all holidays observed by LCP Chemicals-NJ. At the tenants' request special arrangements can be made for access at other times. Guard service is provided during operating hours to assist visitors and record incoming and outgoing traffic..

Should you have interest in pursuing this further, feel free to contact Mr. Karl DeVoe, Terminal Manager or the writer.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'J.F. Merle'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J.F. Merle

JFM/kc

cc: K.I. DeVoe  
F.G. Hubbard

Caleb Brett



November 24, 1987

Caleb Brett U.S.A., Inc.  
333 Dalziel Rd.  
Linden, N.J. 07036  
OUR REF: US/NJ/2779

LCP TRANSPORTATION, INC.  
Raritan Plaza II  
Raritan Center  
CN #3106  
Edison, New Jersey 08818  
ATTN: Mr. Peter D. Moore  
Vice President - Operations

Dear Mr. Moore:

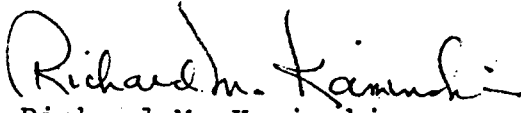
Please be advised, as per your letter of October 30, 1987, we are interested in Option B of your proposal.

As noted in your letter, the lease of shelved self-storage space including 24 hour security and direct access for \$12/sq. ft. for a minimum of 500 square feet. Lease would be for one year - evergreen with 30 days notice. If possible, the above lease to commence January 1, 1988.

Upon completion of our lease agreement, please forward to my attention, as I will execute and return along with remittance of first month's rent.

Should you require any additional information, please do not hesitate to contact me.

Respectfully yours,  
For CALEB BRETT U.S.A., INC.

  
Richard M. Kaminski  
Vice President

RMK/pam

Caleb Brett



November 24, 1987

Caleb Brett U.S.A., Inc.  
333 Dalziel Rd.  
Linden, N.J. 07036  
OUR REF: US/NJ/2779

LCP TRANSPORTATION, INC.  
Raritan Plaza II  
Raritan Center  
CN #3106  
Edison, New Jersey 08818  
ATTN: Mr. Peter D. Moore  
Vice President - Operations

Dear Mr. Moore:

Please be advised, as per your letter of October 30, 1987, we are interested in Option B of your proposal.

As noted in your letter, the lease of shelved self-storage space including 24 hour security and direct access for \$12/sq. ft. for a minimum of 500 square feet. Lease would be for one year - evergreen with 30 days notice. If possible, the above lease to commence January 1, 1988.

Upon completion of our lease agreement, please forward to my attention, as I will execute and return along with remittance of first month's rent.

Should you require any additional information, please do not hesitate to contact me.

Respectfully yours,  
For CALEB BRETT U.S.A., INC.

Richard M. Kaminski  
Vice President

RMK/pam





A Subsidiary of LCP Chemicals & Plastics, Inc. • Raritan Plaza II • Raritan Center • CN #3106 • Edison, N.J. 08818 • (201) 225-4840

October 30, 1987

Mr. Richard M. Kaminski  
Mr. Anthony Yates  
Caleb Brett USA, Inc.  
333 Dalziel Road  
Linden, NJ 07036

Gentlemen:

Thank you for taking the time to inspect our terminal development site at Linden, NJ. Our Management sees a unique fit with our future plans and your company's capabilities. Accordingly we would propose the following to you.

- A. Lease of one-half (approximately 600 sq. ft.) of our Lab Building including 24 hour security and designated parking area and utilities (except telephone) for \$15 sq. ft. or \$750 per month. Term would be one year - evergreen with 30 days notice. Existing equipment would be discussed separately with you for sale or lease.
- B. Lease of shelved self-storage space including 24 hour security and direct access for \$12/sq. ft. for a minimum of 500 square feet. Lease would be for one year - evergreen with 30 days notice.
- C. Lease of all or part of Building 210 (not toured) which could be renovated for your use. Space available is up to 2,000 square feet. This building is available for \$10/sq. ft. 1,000 square feet minimum including utilities (except telephone), designated parking and 24 hour security. Terms are negotiable.

These options are independent and we would be happy to discuss any of them further with you. We are still discussing our current tenant's needs for part of the Lab Building. Your intentions would help us settle our plans.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Peter D. Moore", is written over a horizontal line.

Peter D. Moore  
Vice President-Operations

PDM/es



Caleb Brett



## CALEB BRETT U.S.A., INC.

TO:	STEVE LEBLANC	FROM:	RICHARD M. KAMINSKI VICE PRESIDENT
DATE:	November 30, 1987	YOUR REF.:	OUR REF.:
SUBJECT:	LEASE OF SELF-STORAGE SPACE (Linden, N.J.)		

Please find enclosed correspondence and documentation from LCP Transportation, Inc. regarding the leasing of self-storage space, including 24-hour security and direct access.

It is imperative we take this step in the storage of samples, to be in accordance with EPA and Linden regulation codes.


Our leasing fee will be \$500.00 per month, for a period of one-year.

At the present time we are billing Berol Chemical approximately \$200.00 per month for storage.

I have attached a copy of my letter to LCP Transportation, Inc., requesting a one year lease to commence January 1, 1988. I will advise you of their reply.

Please review the enclosed, should you have any questions, please give me a call.

Regards,

  
Richard M. Kaminski  
Vice President (RMK)

RMK/pam  
Encls.